



SPECIAL MEETING – ECONOMIC AND COMMUNITY DEVELOPMENT AGENDA

**DECEMBER 3, 2025, 6:00 PM
BY ZOOM VIRTUAL MEETING**

To allow public access, anyone may access a meeting by telephone and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.gov/meetings.



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Sabrina Godeski at sgodeski@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **ACCEPTANCE OF MINUTES**
 - A. **Special Meeting: October 9, 2025**
- IV. **PUBLIC PARTICIPATION**
- V. **NEW BUSINESS**
 - A. **Economic and Community Development**
 1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with MainStar, for Project #4435 – Community Development Software & Services, for an amount not to exceed \$500,000.00 to implement a new online permitting and licensing system.

ACCT: 0926-3710-5777-C0731

B. Planning and Zoning

1. Authorize the Mayor, Harry W. Rilling, to increase the contract with ARC Document Solutions for an amount of \$2,495 to include GIS customization and a Public Access module.

ACCT: 011370-5742

C. Transportation Mobility and Parking

1. Authorize the Director of Transportation, Mobility, and Parking to amend the agreement with NYCONN Corporation for Traffic On-Call Services for an amount not to exceed \$175,000.00.

ACCTS: 0923-4120-5777-C0232
0925-3750-5777-C0232

2. Authorize the Mayor, Harry W. Rilling, to enter into any and all documents and agreements required by the Connecticut Department of Transportation (CT DOT) to accept grant funding under the Community Connectivity Grant Program.

VI. OLD BUSINESS

VII. ADJOURNMENT

**CITY OF NORWALK
ECONOMIC AND COMMUNITY DEVELOPMENT
SPECIAL MEETING
OCTOBER 9, 2025
BY ZOOM VIRTUAL MEETING**

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I. CALL TO ORDER

Chairman Goldstein called the meeting to order at 7:00p.m.

ATTENDANCE: Josh Goldstein, Chairman; Darlene Young, Barbara Smyth, Heather Dunn, Jim Frayer, Jalin Sead

STAFF: Sabrina Godeski, Jay Habansky

OTHERS: Johan Lopez, Nicole Eady, Jim Travers, Greg Pacelli, Ken Bushka, Fred Eshraghi, Dajuan Wiggins

II. ROLL CALL

Chairman Goldstein called the Roll: Josh Goldstein, Chairman; Darlene Young,

Barbara Smyth, Heather Dunn, Jim Frayer, Jalin Sead

At Roll Call there were six (6) Committee members present constituting a quorum. Lisa Shanahan was absent.

III. ACCEPTANCE OF MINUTES

A. REGULAR MEETING: AUGUST 7, 2025

There was no report on this item.

****MS. SMYTH MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

IV. PUBLIC PARTICIPATION

Ana Tabachneck 4 Gilbert Street. She watched the Art Commission meetings. She has some concerns about the selection process and how they define a Norwalk resident or what is meant by Norwalk native. The public engagement didn't include any background on the artists or if they were local to Norwalk or even Fairfield County. It also stated that there would be two (2) representatives from the community but instead two (2) council members were there. She feels that the AI and plagiarism stuff was handled poorly. She asked if someone could appeal, the process seemed biased against 5ive Fingaz. She recommends that unless the commission produces a record of the selection committee minutes, scoring comments, AI screening process used for all applications and their outcomes, the full public survey results with demographics and all of that then it should be redone.

Natalia Aristizabal is in support of 5ive Fingaz. She has worked alongside him for over a year. She would like to know how the AI accusations came about. 5ive Fingaz has built a name for himself in the community. He is a huge supporter of art the old school way (pen and paper). He has given more than enough evidence to show he has done that work originally. Doesn't believe the AI program is 100% accurate as AI is fairly new. She would like to halt this process. She has a petition of over 300 signatures. She believes this has not been a fair process and 5ive Fingaz needs to be given a fair chance.

Melody Reagan (Sweets). She is representing Jahmane West for the project. She said if 5ive was treated unfairly then do him right. She stated that Jahmane is a Norwalk native, who started his brand on Ely Avenue and has since gone global. He gives back to the community and all around the state. Jahmane has paved the way for street art to

not be viewed as vandalism but as art. The community needs to be a part of the conversation. If this was in a different neighborhood, they would be talking with that community. Not to mention, it does not match the South Norwalk community. She votes Jahmane West for the mural, and she hopes they do too. She thanked the committee for the opportunity to speak.

Erica DiPalma 110 Perry Avenue. She said she had the privilege to work with 5ive Fingaz on several national brand campaigns. He would bring ideas to life quickly and build out designs from scratch. He didn't need AI back then and doesn't need AI now. She encourages the group to reopen the Ely Avenue Mural survey, re-evaluate the process and give them the opportunity to recognize his artistry, his powerful message and positive impact he has had on this city.

Romney Donald stated that a lot of people that have never stepped in Roodner Court or spent time with any of the residents there are somehow making decisions for their community. She said this wouldn't happen in other communities. Representation matters. She was the first person to call out the voting process because it was not transparent or equitable. She asked the committee to act with integrity, do the right thing, ensure Jahmane is selected for the mural and commit to improving this process going forward. Real equity isn't just talked about, it's practiced.

Mia Calhoun 14-year-old artist. She met Jahmane at an art show and it really inspired her to see a professional artist that looks like her. She thought it was cool to have a mural that would represent the community, their history and their pride only to learn that people outside that community were trying to decide what's best for it, and that didn't feel fair and representation matters. She asked that they choose an artist who reflects the people who live there.

Diane Lauricella 21 Little Fox Lane. She stated that she was sad her in-person meeting request was denied. She submitted brief comments that she would like to be added onto the record. She would like to speak about the process for the Ely Avenue Mural. She feels this is a big mess. She would like people to be held accountable. This has caused great stress in the artist community. MLK Grant could be spent on other things. There needs to be structure reform.

Staci said thank you for the opportunity to speak on behalf of Jahmane West.

Larissa Santella Woodward Avenue. Supports 5ive Fingaz. She stated the process needs transparency. The AI accusation needs transparency. The accusations were very harmful and disrespectful to the artist.

Chairman Goldstein closed the public hearing at 7:28p.m.

V. OLD BUSINESS

There was no old business.

VI. NEW BUSINESS

A. TRANSPORTATION MOBILITY AND PARKING

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH FIBER OPTIC PLUS, LLC TO PROVIDE CITY FIBER OPTIC CABLE EMERGENCY AND MAINTENANCE SERVICES FOR AN AMOUNT OF \$50,000.

ACCTS:

0916-4120-5777-C0232, TMP

0922-4120-5777-C0232, TMP

0923-4120-5777-C0232, TMP

011370-5245, IT

Mr. Eshraghi reported on this matter. He gave a brief explanation of the project. He said this is a collaborative effort with IT to connect the fire departments to the libraries and police departments to their traffic network. He answered all questions the committee had.

****MR. FRAYER MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ORDERS ON THE CONTRACT WITH COLONNA CONCRETE FOR THE ROWAYTON SIDEWALK PROJECT FOR A SUM NOT TO EXCEED \$40,481.00.

ACCTS:

0922-3750-5777-C0774

0926-3750-5777-C0649

Mr. Travers reported that this item was approved at the last committee meeting. They are requesting an increase for traffic control that was omitted from the last request.

****MR. FRAYER MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A MASTER

AGREEMENT FOR ON-CALL TRAFFIC ENGINEERING SERVICES WITH AKRF, INC., CREIGHTON MANNING ENGINEERING AND SURVEYING. PLLC, FHI STUDIO, NOW IMEG, FUSS & O'NEILL, GREEMAN PEDERSON INC, M&J ENGINEERING, VANASSE HANGEN BRUSTLIN (VHB), AND WESTON & SAMPSON ENGINEERS, INC FOR A SUM OF APPROXIMATELY \$100,000 ANNUALLY FOR EACH FIRM.

ACCTS:

- 0926 3750 5777 C0441**
- 0926 3750 5777 C0562**
- 0921 4120 5777 C0648**
- 0920 4120 5777 C0649**
- 0926 3750 5777 C0649**
- 0924 3750 5777 C0777**
- 0921 4095 5777 C0782**
- 0922 4095 5777 C0782**
- 0925 3750 5777 C0824**
- 0926 3750 5777 C0824**
- 0924 3750 5777 C0835**

Mr. Pacelli reported that this was to find several qualified and experienced consultants to provide task-based engineering services on a as needed basis to work on traffic planning and signal planning, traffic engineering, design work, and design review. Each task order will be presented to each consultant. Each of the consultants has specific specialties. They can respond to the task order more efficiently. They have set up a mini-RFP process with the purchasing department. The current contract only has three (3) consultants, and this number of consultants allows them to get more work completed. A discussion began on how this would work with multiple consultants on a master agreement. The turnaround is quicker and more efficient. Every three (3) years, they will firm up the list. It was noted that the budget is \$800,000.00 for the master agreement.

****MS. SMYTH MOVED THE ITEM
MOTION PASSED UNANIMOUSLY

B. ARTS AND CULTURAL COMMISSION

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A CONTRACT WITH JAHMANE WEST FOR THE ELY AVENUE FENCING MURAL IN AN AMOUNT NOT TO EXCEED \$70,000.**

ACCT: 520000-5796 (MLK GRANT)

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A discussion ensued about the entire selection process and representation for the Ely Avenue Fencing Mural. They discussed the AI situation and 5 Fingaz. There is concern about 5 Fingaz having an opportunity in the future to submit his artwork and it was recognized that he will have other opportunities. Each Council Member had a chance to speak and ask questions. Ms. Godeski answered and explained the process, rules and protocol. One of the main protocols was to have some connection to Norwalk. It was noted that an artist should be selected from the community where the art will be represented and the community should have a voice in that selection process as well. There was talk about tabling the item but that was rejected prior to any motion being made.

****MR. SEAD MOVED THE ITEM
MOTION PASSED UNANIMOUSLY

2. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A CONTRACT WITH OKSANA TANASIV FOR THE ELY AVENUE FENCING MURAL IN AN AMOUNT NOT TO EXCEED \$70,000.

ACCT: 520000-5796 (MLK GRANT)

Item B.2. is not a motion the committee needed to vote on because there was a unanimous vote to move Jahmane West's application forward.

C. BUSINESS DEVELOPMENT AND TOURISM

1. ECONOMIC OUTLOOK PRESENTATION

Ms. Godeski gave a presentation on the Economic Outlook for Norwalk. She shared her screen with the committee. After the presentation a discussion ensued about resident perception versus what the presentation represents. Ms. Godeski answered any questions the committee had.

VII. DISCUSSION

There was no further discussion

VIII. ADJOURNMENT

Ms. Young moved to adjourn.
Motion passed unanimously.
The meeting was adjourned at 9:51p.m.



DATE: November 24, 2025

TO: Economic & Community Development Committee & City Council

FROM: Jay Habansky, Chief of Economic & Community Development

REF: *Authorize the Mayor, Harry W. Rilling, to execute an Agreement with MainStar, for Project #4435 – Community Development Software & Services, for an amount not to exceed \$500,000.00 to implement a new online permitting and licensing system. Acct. # 0926 3710 5777 C0731*

The Office of Economic & Community Development is seeking approval from the City Council to enter into an agreement with the preferred vendor, MainStar, for its online permitting/licensing system.

The subject project was advertised in April 2025, seeking submissions from vendors interested in providing the requested services. At the closing of the RFP solicitation period in May 2025, the Purchasing Department received 11 total submissions from interested vendors.

An internal selection committee of staff who would utilize the new system was formed including, Building Code, Planning & Zoning, TMP, DPW, Health Dept, Fire Marshal, Rec & Parks, Police, Business Development & Tourism and Information Technology. Round 1 of scoring was completed at the end of July and a shortlist of qualified vendors was created. All 5 shortlisted firms were required to conduct all-day platform demonstrations throughout August. All departments had relevant staff attend demonstrations to ask questions and observe firsthand how each platform performed based on the city's needs. Ultimately, the selection committee felt most comfortable with selecting MainStar as its preferred vendor based on the platform's capabilities and overall cost to the city (both short and long-term).

Once approved by the City Council, Corporation Council can engage the selected vendor to enter contract negotiations. When this stage is completed, the digital permitting system can be implemented.

We respectfully request that Common Council approve the requested authorization.

Jay Habansky, AICP
Chief of Economic & Community Development
City of Norwalk, Connecticut

City of Norwalk

Community Development Software Analysis and Selection Services Project

PROJECT MEMORANDUM

TO: City Procurement and Evaluation Committee
FROM: BerryDunn Project Team
SUBJECT: Best and Final Offer Cost Proposal Comparison Memo
DATE: October 28, 2025

Subscription Deployment

Subscription Deployment: One-Time Costs

Table 1 lists proposed one-time costs for a subscription deployment, organized by cost area, as presented in proposal responses to Attachment C. It is worth noting that each vendor included varying levels of comments within the detailed responses to Attachment C. For purposes of this table, only monetary amounts (or “-“ for the lack of a monetary amount having been included) are shown.

Table 1: One-Time Costs by Cost Area for Subscription Deployment (\$)

Cost Area	MaintStar (Original)	MaintStar (BAFO Big Bang)	MaintStar (BAFO Phased)
Professional Services	222,837.00	69,500.00	69,500.00
Project Management	126,750.00	20,000.00	20,000.00
Training Costs	94,673.00	9,500.00	9,500.00
Software Customization Costs	0.00	0.00	0.00
Data Conversion Costs	98,280.00	20,000.00	20,000.00
Interface Costs	141,960.00	-	-
Third-Party Services Costs	-	-	-
Expenses (miscellaneous)	-	-	-
Other	-	19,500.00	19,500.00
Discount	-	-	-
Total Services/Hardware	684,940.00	138,500.00	138,500.00
Estimated Travel Expenses	49,050.00	-	-
One-Time Total (discounted including est. travel)	731,990.00	138,500.00	138,500.00

Recurring Subscription Costs

Table 2 lists proposed recurring subscription costs for a subscription deployment, organized by year.

Table 2: Recurring Subscription Costs by Year for Subscription Deployment (\$)

Year	MaintStar (Original)	MaintStar (BAFO Big Bang) ¹	MaintStar (BAFO Phased) ²
Year 1	342,159.00	89,000.00	89,000.00
Year 2	362,688.00	135,450.00	135,450.00
Year 3	384,449.28	140,122.50	140,122.50
Year 4	407,516.24	145,028.63	145,028.63
Year 5	431,967.21	150,180.06	150,180.06
Years 6 – 10	2,581,141.68	837,651.25	837,651.25
5-Year Total	1,928,779.97	659,781.19	659,781.19
10-Year Total	4,509,921.65	1,497,432.44	1,497,432.44

Subscription Deployment Total Costs (One-Time and Recurring Costs)

Table 3 lists proposed total costs for a subscription deployment, organized by year. This table includes the totals from Tables 1 and 2—and assumes that one-time costs and travel costs are incurred during Year 1.

Table 3: Total Costs by Year for Subscription Deployment (\$)

Year	MaintStar (Original)	MaintStar (BAFO Big Bang)	MaintStar (BAFO Phased)
Year 1	1,074,149.00	227,500.00	227,500.00
Year 2	362,688.00	135,450.00	135,450.00
Year 3	384,449.28	140,122.50	140,122.50
Year 4	407,516.24	145,028.63	145,028.63

¹ BerryDunn included the \$42,000 for years 2-10 per the comment from MaintStar

² BerryDunn included the \$42,000 for years 2-10 per the comment from MaintStar

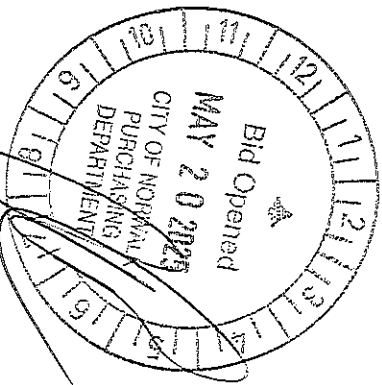
Year	MaintStar (Original)	MaintStar (BAFO Big Bang)	MaintStar (BAFO Phased)
Year 5	431,967.21	150,180.06	150,180.06
Years 6 – 10	2,581,141.68	837,651.25	837,651.25
5-Year Total	2,660,769.73	798,281.19	798,281.19
10-Year Total	5,241,911.41	1,635,932.44	1,635,932.44



5/20/2025

4435 Community Development Software & Services

Electronic Submissions



Supplier	Date Submitted	Name	Email	Confirmation Code
CityView, a div of N. Harris Computer Corporation	May 19, 2025 5:46 PM EDT	Ann Elbert	aelbert@harriscomputer.com	NJMWOTY4
Tyler Technologies, Inc.	May 19, 2025 3:04 PM EDT	Christian Coons	christian.coons@tylertech.com	NJMWODM4
Ridge Theory LLC	May 20, 2025 12:06 PM EDT	Julia Pasternack	contracts@ridgetheory.com	NJMXMZU4
Vision33 Inc	May 20, 2025 10:09 AM EDT	Jennifer Brown	jennifer.brown@vision33.com	NJMXMTU3



Timmons Group	May 20, 2025 1:40 PM EDT	Andrea Marsters	mktgbid@timmons.com	NJMxNTAY
PSD Citywide Inc.	May 20, 2025 1:45 PM EDT	Matthew Dawe	rfx@psdcitywide.com	NJMxNTA1
CODICE	May 20, 2025 1:54 PM EDT	Emmash Sudusinghe	emmash.sudusinghe@codicetechnology.com	NJMxNTIw
Intuitive municipal solutions	May 19, 2025 6:23 PM EDT	Asa Curran	asa@ims16.com	NJMwOTg2
e-PlansSoft	May 20, 2025 1:28 PM EDT	Matt Cohagan	mcohagan@eplanssoft.com	NJMxNDg0
MaintStar	May 20, 2025 11:34 AM EDT	Eric Sabato	eric@maintstar.com	NJMxMzIz
Sages Networks Inc.	May 20, 2025 1:58 PM EDT	Harish Krishna	hkrishna@sagesnetworks.com	NJMxNTI3



**125 East Avenue
Norwalk, Connecticut 06851**

MEMORANDUM

November 21, 2025

TO: Economic & Community Development Committee; Joshua Goldstein, Chairman

FROM: Steve Kleppin, Planning & Zoning Director *SK*

SUBJECT: Public Access to Historic Tax Assessment Field Cards

Utilizing both ARPA and Capital funds, the City began the process of digitizing our historic tax assessment field cards (1929, 1959, 1972 and 1983) approximately one year ago. Those field cards are used on a daily basis by City staff looking to better understand the history or legal status of a property and by the private sector, such as attorneys or appraisers looking for historic data on a particular property.

The scanning of those cards is complete. The last remaining step is developing an instruction sheet for accessing properties electronically, since the City switched nomenclature several times in the past. For example, properties were sometimes referenced by district, block, lot (D/B/L) and in another year, referenced by map, block and lot (M/B/L) and other times referenced by district, map, block and lot (D/M/B/L). So, navigating the cards might not be as straightforward as we'd like given the coding that was applied previously. Our contract with the scanning provider, Arc Document Solutions, was for City access and our intent is to have the documents publicly accessible for their convenience and also cut back on staff time. The total cost is an additional \$2,495 for public access, which will also be charged annually. The IT Department, through account 011370-5742, will cover the costs through their operating budget. Pending contract approval, we hope to have the documents publicly available by year's end.

We are also utilizing Arc to scan historic building permits and eventually historic zoning permits. To date, they have completed scanning building permits through the 1970's. Ideally, these scanned files, coupled with the new online permitting software and other city records will all be publicly accessible and easy to navigate.

For your convenience I have attached the modified proposal, which includes the original proposal with the addition of the public facing portion.

END

SKYSITE Archives

Proposal for:

City of Norwalk



Prepared by:

Uday Pathirana

ARC | Director – AIM Operations

M (410) 302-1927

udayanga.pathirana@e-arc.com

Date: 10/27/2025

SKYSITE Archives

Simple, secure storage of your archived business documents

SKYSITE Archives allows customers to empty document storerooms and move archived paper documents into the cloud, freeing up storage space, improving access, and protecting security of the documents.

Powerful search tools and online access ensure documents are available and shareable instantly, with just a few clicks; eliminating costly retrieval fees charged by physical storage companies.

- **Save time** – Immediately find documents and spend less time searching through paper or messy network storage locations.
- **Access files anytime, anywhere** – Remotely access files from anywhere, whether you are in the office, at home, or elsewhere.
- **Easily share files** – Share files directly from the application eliminating the limitations associated with sending files via email.
- **Security** – As a HIPAA compliant, cloud-based application, your information is better protected against cyber attacks, viruses and other security threats than local network storage.
- **Backed up and protected** – Your information is backed up, secure, and protected against natural disasters, such as fires, floods, loss, and unauthorized access.

What is included: Annual License Subscription

#	Service Description	QTY	Unit Price \$	Sub-total \$
1	Custom developments for SkySite Archives to facilitate the integration with Norwalk GIS Platform	1 Time Fee	\$7,500.00	\$7,500.00
2	Format the Index data and migrate 10,000 drawings to SkySite Archives	1 Time Fee	\$2,500.00	\$2,500.00
3	<p>SkySite Archives Enterprise Edition – Annual Platform Fee for City of Norwalk (500 GB)</p> <ul style="list-style-type: none"> • Includes Advanced Index Search Functionality • Global Context (OCR) Search and full-text content creation of standard file formats. • iOS and Android Apps are Included. • Includes 100 user accounts. <p>Additional Storage (Optional):</p> <ul style="list-style-type: none"> • Additional SkySite Archives Cloud Storage Ad-on - \$495 per Additional 100 GB 	Per Year	\$9,995.00	\$9,995.00
4	Public Access to Collection	Per Year	\$2,495	\$2,495

Term: Start Date: MM/DD/YYYY

Total : \$22,490

Terms & Conditions

1. By signing this proposal, you are accepting the terms and conditions that are set forth in the SKYSITE Terms of Use available at: <https://www.skysite.com/terms-of-use/> ("Terms of Use") as the Customer.
2. If you are signing this proposal on behalf of an organization, you are agreeing on behalf of that organization. You represent that you have the authority to bind that organization and that your agreement to the Terms of Use constitutes the agreement of the organization that you represent.
3. Once signed, this proposal represents a binding commitment and is not subject to issuance of any further purchase orders, confirmations or other events.
4. Customer acknowledges that this proposal may not be canceled other than in accordance with the Terms of Use.
5. ARC reserves the right to invoice and receive payment for any remaining fees owed in the Term in the event of cancellation of service by the Customer.
6. This proposal, together with the Terms of Use, contains the entire agreement between the Customer and ARC regarding the products and services specified in this proposal. Any prior agreements, and/or communications, whether oral or written, related to the Customer's use of the products and services specified in this proposal are superseded.
7. If no Start Date is listed in the proposal, the Effective Date shall be the date of the signature below.

Customer Acceptance

Signature	
Printed Name: Aaron Ho Title: Assistant Civil Engineer / Department of Engineering	Customer Name: City of Norwalk
Email: aho@norwalkct.gov Phone: (203) 854- 7268	Billing Address: 125 East Avenue; PO Box 5125
Date	City, State, Zip: Norwalk, CT 06851

SKYSITE

12657 Alcosta Blvd, Suite 200
San Ramon, CA 94583
Tel: (855) 500-0660
skysite.com



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Members of the Common Council

FROM: Jim Travers, Director Transportation, Mobility, and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 Assistant Director Transportation
Fred Eshgraghi, Traffic Engineer

REF:

Authorize the Director of Transportation, Mobility, and Parking to amend the agreement with NYCONN Corporation for Traffic On-Call Services for an amount not to exceed \$175,000.00

Account 0923-4120-5777-C0232
0925-3750-5777-C0232

DATE: November 14, 2025

Memorandum

This request pertains to original agreement which was authorized by the Economic and Community Development Committee of the City Council on January 16, 2025, and by the City Council on January 28, 2025. While the agreement was for on-call services, the initial requested amount was mistakenly made for a current expenditure of \$21,572.32 without funds needed for future on-call emergency needs.

This amendment will increase the amount by \$175,000.00 to provide the Department with the ability to cover additional emergency traffic signal repairs and maintenance needs throughout the city for the remainder of the year. The amendment is necessary due to unanticipated emergency repairs and increased service demands at multiple intersections. These services are essential for maintaining safe and reliable traffic signal operations and ensuring a timely response to system malfunctions that could impact public safety and traffic flow.

I remain available to answer any questions that you have.

**CITY OF NORWALK
CONTRACT FOR CONSTRUCTION SERVICES
WITH
THE NY-CONN CORPORATION
FOR
TMP ON-CALL ENGINEERING SERVICES
TRAFFIC SIGNAL EMERGENCY SERVICES
PROJECT NO. 4400**

This Contract entered into this 7th day of May, 2025 (the "Effective Date"), by the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "City"), acting by and through Harry W. Rilling, its Mayor, duly authorized, and **THE NY CONN CORP.**, a corporation organized and existing under the laws of the State of Connecticut with an office and principal place of business located at 5 Shelter Rock Road, Suite 8, Danbury, CT 06810, acting herein by Ross Rizzo, its President, duly authorized (hereinafter, the "Contractor"). The Contractor or the City may individually be referred to herein as the "Party" or collectively as the "Parties."

ARTICLE 1. WORK TO BE DONE

The Contractor shall furnish on an On-Call Basis all the materials, machinery, implements, tools, labor, services, and other items of every kind (the "Work") using its best skill and attention required to perform and complete each Task Order (each, the "Project") issued under this Contract in the most substantial and workmanlike manner. The Work shall be performed in strict compliance with the Contract Documents as that term is defined in Article 3 hereof. As used herein, "On-Call" means Work requested by the City by way of a Task Order issued by the Director "or their representative" on an as and when needed basis. Each Task Order shall be in form and substance substantially similar to **Exhibit 1**, and once issued, the Task Order together with the Contract Documents shall constitute the agreement between the Parties with respect to Project which is the subject to the Task Order. With respect to all Task Orders, the Contractor shall comply with the audit and record keeping requirements in the RFP (defined in Article 3).

The City will compensate the Contractor based on the Unit Pricing in the Contractor's Proposal (defined in Article 3) for the satisfactory completion of each Project and of all of the Contractor's duties, obligations and responsibilities under this Contract relative to said Project, subject to additions and deductions as herein provided, the total sum not to exceed the amount set forth on the Task Order issued by the City, in the manner set forth herein and the Contract Documents, **provided however**, the total compensation paid under this Contract shall not exceed **TWENTY-ONE THOUSAND FIVE HUNDRED SEVENTY-TWO DOLLARS AND 32/100 CENTS (\$21,572.32)** in the aggregate during the Term of the Contract. "Darin, We need to be able to increase the amount if needed"

The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the City exceeding the compensation stated herein. The Contractor's Work hereunder shall be overseen by MaryJean Rebeiro, its duly authorized representative.

The Contractor hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has (or will, as applicable) investigated the nature, localities and Site of the Project and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own diligent examination, investigation and evaluation of such and not in reliance on any opinions or representations of the City or any third party, including any officer, agent, servant or employee thereof.

ARTICLE 2. ADMINISTRATION OF CONTRACT BY CITY

The Work to be performed under this Contract shall be overseen on behalf of the City by James Traves, Director of Transportation, Mobility and Parking, or his designee, referred to as the "Director." The Contractor acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director or his designated representative consistent with the Contract Documents are authorized on behalf of the City. However, notwithstanding the above, no advice, directive or other recommendation or request by the City shall give rise to liability or responsibility on the City's part for any portion of the Work, nor shall it relieve the Contractor of its responsibilities hereunder.

ARTICLE 3. DOCUMENTS FORMING THE CONTRACT

The Contract Documents shall be deemed to include the City's Invitation to Bid issue date August 30, 2024 (the "RFP"), a copy of which are respectively annexed hereto and incorporated herein as **Exhibits 2**; the Contractor's Bid Response dated September 19, 2024, a copy of which is annexed hereto and incorporated herein as **Exhibit 3** ("Contractor's Proposal"); the Insurance Rider, a copy of which is annexed hereto and incorporated herein as **Exhibit 4**; this written Contract, including all bonds and insurance certificates; the applicable Task Order the City of Norwalk General Conditions for Construction Rev. 12/10/2021 ("General Conditions"), as may be amended from time to time; the City of Norwalk Standard Details; any addenda to the general, special, technical or other specifications and conditions for the Project subsequently issued by the City; CT DOT Form 818 (as defined in the RFP); State Labor Department minimum wage rates; and all provisions required by law to be inserted in this Contract, whether or not physically inserted. The term "Site" as used herein shall refer to various geographic locations in Norwalk, CT where Work is to be performed by the Contractor under a Task Order issued under this Contract.

This Contract, together with the other Contract Documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so

construed and interpreted. If, however, any provision of this Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the Contractor shall govern except as where otherwise expressly that an alternate order of precedence controls within the Contract Document.

ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE

The Contractor confirms that prior to commencing Work under a Task Order, it will carefully examine the Site, as well as its surrounding territory. As a result, the Contractor acknowledges that it is fully informed regarding all existing conditions, both natural and man-made, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Site, except as otherwise provided in the Task Order. The Contractor further acknowledges that it has secured such information by personal investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the City; and that it will make no claim against the City by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the City, or for costs incurred as a result thereof.

In addition, the Contractor agrees that, prior to starting any part of the Work, it shall carefully study and compare the Contract Documents relative to that portion of the Work in order to facilitate construction and determine whether inconsistencies or conflicts exist.

ARTICLE 5. TERM

A. This Contract shall commence upon the Effective Date and continue for a period three (3) years (the "Initial Term"). The City shall have two options to extend the Contract for two (2) consecutive period of one (1) year each (each, an "Extension Period" together with the Initial Term, the "Term") on the same terms and conditions of this Contract providing written notice thereof in advance of the applicable Extension Period.

The Contractor shall contribute to and cooperate with the development of the Project schedules and other efforts to achieve timely completion of the Work. The Contractor shall be required to provide information for the scheduling of the times and sequence of operations required in order for its Work to meet the City's overall schedule requirements and it shall continuously monitor the Project schedule and the performance of the Work, so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of any other work performed by others on the Project. The Contractor shall diligently execute the Work in accordance with the requirements of the Project schedule including any revisions thereto.

B. INTENTIONALLY OMITTED.

C. INTENTIONALLY OMITTED.

D. INTENTIONALLY OMITTED

ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES

Whenever the City determines that, for any reason deemed to be in the best interests of the Project, the Contract Document, should be revised to provide for changes, deletions, contingencies, additional or extra work, it may issue a Change Order to the Contractor. Once the City has issued and signed a written Change Order in its standard form, the Contractor shall forthwith comply with the specifications of such Change Order. In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the City shall not constitute grounds for a claim by the Contractor for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

All changes, additions or omissions in the Work ordered in writing by the City shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents, based on a negotiated cost for the Work and materials. The Contractor shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of Contractor's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the City shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

ARTICLE 7. MEANS AND METHODS

The Contractor shall supervise and direct the Work using its best skill and attention in order to perform and complete the Project according to the Contract Documents, in a timely and workmanlike manner. The Contractor shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. Contractor further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

ARTICLE 8. NO COLLUSION OR FRAUD

The Contractor hereby agrees that all persons interested as principal or principals in the bid or proposal submitted by the Contractor for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that

neither any officer nor employee of the City, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, Work or business to which it relates, or in any portion of the profits thereof.

ARTICLE 9. ESTIMATES AND PAYMENT

As the Project progresses in accordance with the Contract and in a manner that is satisfactory to the City, the City hereby agrees to make payments to the Contractor based on Unit Pricing (and Allowance, if applicable) set forth in the Contractor's Proposal. The procedure for processing payments for each Task Order is as follows: on or before the last day of each month the Contractor shall submit to the City, in the form required by the City, a written Application For Payment showing the value of the Work performed and in place as of that date. From this amount shall be deducted all previous payments and all charges for services, materials, equipment and other items chargeable to the Contractor. The balance of such Application must be approved by the City and should represent the value of Work done and material furnished in accordance with the terms and conditions of this Contract during the preceding month. The Contractor shall be paid ninety-five (95%) percent of such amount. The five (5) percent retained shall be held by the City until final completion and acceptance of all Work covered by this Contract; compliance by the Contractor with all of its responsibilities hereunder including the provision of signed waivers of lien from Contractor, its subcontractors and suppliers; and the making of all payments due all subcontractors and material suppliers in connection with the Project. Nothing herein shall modify or limit detailed payment provisions contained in the Contract Documents and approved by the Director.

Prior to commencing the Work, the Contractor shall submit to the City a detailed Schedule of Values showing the breakdown of the total contract price into its various parts for approval to the extent that Unit Pricing is not applicable to this Contract. The City may modify the Schedule of Values or may require additional information or a more detailed breakdown of costs, subject to their final approval. All Applications for Payments will thereafter be submitted according to the approved payment Schedule.

The City reserves the right to advance the date of any payment (including the final payment) under this Contract if, in its judgment, it becomes desirable to do so.

The Contractor agrees that, if and when requested to do so by the City, it shall furnish such information, evidence and substantiation as the City may require with respect to the nature and extent of all obligations incurred by the Contractor for or in connection with the Work, all payments made by the Contractor thereon, and the amounts remaining unpaid and the reasons therefor.

The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the City either by incorporation in construction or upon receipt of any payment for the same by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by Applications for Payment shall be free and clear of liens, claims, security interests or encumbrances; and (3) no Work, materials or

equipment covered by an Application for Payment shall be acquired by the Contractor, or any other entity or person performing any Work at the Site or furnishing materials or equipment for the Project, subject to an Contract or arrangement under which any interest therein or an encumbrance thereon is retained by the seller of such or is otherwise imposed by the Contractor or such other entity or person.

With each Application For Payment the Contractor shall certify to the City that the Work, for which payment is requested, (1) has been fully completed in accordance with the Contract Documents; (2) that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous payments have been paid in full; and (3) that the Contractor has no claim outstanding against the City related to this, or any previous progress payment, except any such claim as has been previously served by way of a detailed, verified statement upon the City prior to the filing of such Application For Payment. If requested to do so, the Contractor will file signed Waivers of Lien with each Application for Payment in a form satisfactory to the City.

The Contractor's refusal to accept any payment as tendered shall constitute a waiver of any right to interest thereon.

It is further agreed that so long as the Contractor fails to comply with any lawful or proper direction concerning the Work or material given by or on behalf of the Director, the Contractor shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the Contractor fully and satisfactorily complies with all such directions.

If any of the following occurs: (1) a claim or lien is made or filed with or against the City, the Project, or the Project funds by any person claiming that the Contractor or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the City might become liable and which is chargeable to the Contractor; (3) the Contractor or any subcontractor or other person under subcontract causes damage to the Work or to any other work on the Project; (4) or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the City shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the City for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred in connection therewith. The City shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the Contractor shall be liable for the difference and promptly pay the same to the City. No person shall have any right or claim by reason of the City's failure or refusal to withhold monies. No interest shall be payable

by the City on any amounts withheld under this provision.

This provision is not intended to limit or in any way prejudice any other right of the City.

No payment (final or otherwise) made under or in connection with this Contract shall be conclusive evidence of the proper performance of the Work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Contractor from any of its obligations under this Contract; nor shall entrance upon and use of the Site by the City constitute acceptance of the Work or any part thereof.

If, in the judgment of the Director, the Project is "substantially," although not entirely, completed, and in this event the withholding of the retained percentage would be an injustice to the Contractor, the Director may, provided that he receives certification that the essential items in the Contract have been completed in accordance with the terms of the Contract, include in the final account such uncompleted items. The City will pay the Contractor therefor at the item prices in the Contract upon the Contractor's depositing with the Director a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted Work. The deposit may be used by the Director to complete the uncompleted portion of the Contract and any unused portion may be returned to the Contractor upon its satisfactory completion of the uncompleted Work within a specified number of working days after it has been notified to proceed.

ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

The Contractor shall, within thirty (30) days after its receipt of payment from the City, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished hereunder, when such labor or materials have been included in a requisition submitted by the Contractor and paid by the City.

The Contractor shall include in each of its contracts and subcontracts hereunder a provision requiring each contractor or subcontractor to pay all amounts due any of its own subcontractors (second tier subcontractors), whether for labor performed or materials furnished, within thirty (30) days after such contractor or subcontractor is paid by the Contractor an amount that includes payment for labor or materials furnished by such second tier subcontractor.

ARTICLE 11. FINAL PAYMENT

Final payment on each Task Order (and payment of any amounts retained) shall not become due until the following conditions precedent have been met: (1) the City accepts the Project and approves of all the Work performed hereunder; (2) the Contractor submits the following documents satisfactory to the City (a) certification that all payrolls, bills for materials, labor and equipment, and all other indebtedness connected with the

Project, for which the City or City's property might be liable, have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment or other items performed, furnished or incurred for or in connection with the Work; (b) written consent of surety, if applicable; (c) a certificate confirming that insurance required by the Contract Documents is to remain in force for the required period of time following completion of the Work; (d) a satisfactory maintenance bond posted with the City ensuring the Project is in compliance with Section 109-13 of the General Conditions for a period of two (2) year from the date of final acceptance (e) the Contractor provides all required certifications that all Work, products and materials comply with Contract Document, and have been properly installed and/or incorporated into the Project in accordance with all applicable manufacturers' warranties; (f) all warranties for products, materials and equipment incorporated into the construction of the Project have been transferred assigned to the City; (g) any other information and documentation establishing payment or satisfaction of all outstanding obligations, to the extent and in such form as may be designated by the City, such as, by way of example only, receipts, releases and waivers of liens, including the execution and delivery by the Contractor, in a form satisfactory to the City, of a general release running to and in favor of the City; (h) all required Certified Payrolls acceptable to the City and the State of Connecticut Department of Labor; (i) final punchlist items have been completed to the satisfaction of the City; (h) a certificate of occupancy for the Project has been issued by the Building Department; and (j) all Change Orders with sufficient backup/documentation acceptable to the City. Should any claim be made or other obligation arise after final payment is made, the Contractor shall refund to the City all expenses paid by the City to satisfy, discharge or defend against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If the Contractor cannot, for reasonable cause not of its own fault, furnish any such information or documentation required by the City, the Contractor may furnish a bond satisfactory to the City promising to indemnify the City against any Project related, outstanding obligation. If any lien remains unsatisfied after final payments are made by the City, the Contractor shall reimburse the City for moneys the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance by the Contractor, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the City from any and all claims of any liability or responsibility to the Contractor for anything done to, furnished for, relating to or in connection with the Project hereunder, and for any act, neglect, default on the part of the City or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the City prior to the acceptance of such payment. Such statement shall specify the items and details upon which the claim is based and any claim shall be limited to such items. The Contractor's refusal to accept the final payment as tendered shall constitute a waiver of any right to interest thereon.

ARTICLE 12. FINAL ACCEPTANCE OF WORK

When, in the opinion of the Director, the Contractor has fully performed all the required Work under a Task Order and any Change Orders issued for the Project to the Contractor, the Director shall recommend the acceptance of the Work so completed. If the recommendation is accepted, the City shall thereupon notify the Contractor in writing of such acceptance, and copies of such acceptance shall be sent to other interested parties. However, the City has the right to reject the whole or any portion of the Work should it be found or known to be inconsistent with the terms of the Contract Documents, or otherwise improper. All certifications upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

ARTICLE 13. SAFETY

The Contractor agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the Work including members of the general public. The Contractor shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the Work.

The Contractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the City and its authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Contractor shall, immediately upon receiving written notice from the City, stop any part of the Work which is deemed unsafe and proceed to take down all portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or other Contract Documents. The Contractor, at its own cost and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The Contractor agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the Contractor neglect to take such corrective measures, the City may do so at the cost and expense of the Contractor and may deduct the cost thereof from any payments due or to become due to the Contractor.

Notwithstanding the foregoing, Contractor shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the City. Nothing set forth herein, nor any action or failure to act by the City, shall relieve the Contractor of its obligations and responsibilities with

regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

ARTICLE 14. COMPLIANCE WITH GOVERNMENTAL LAW AND REGULATIONS

The Contractor shall comply with all applicable laws, codes and regulations governing the Work and the Project and shall require its Trade Contractor and Subcontractors to do the same.

Without limiting the generality of the foregoing, the Contractor shall comply with The Code of the City of Norwalk Code, Chapter 34 entitled Requirements for Contracts with City. In addition, all trade contractors and subcontractors working on the Project shall have, throughout the period of the Work, valid State of Connecticut Department of Consumer Protection issued licenses to do business according to the current, applicable regulations.

A. Equal Employment Opportunity and Affirmative Action

The Contractor for itself and all subcontractors and subconsultants employed in connection with the Project shall agree to abide by the provisions of State of Connecticut Executive Orders Numbers 3 and 17 and Vice Presidential Executive Orders Numbers 11246, 11375 and 11063.

The Contractor or its subcontractors and subconsultants further agree and warrant that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the Work involved - in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability including, but not limited to, blindness -unless it is shown by the Contractor that such disability prevents performance of the work involved. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

The Contractor shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

The Contractor agrees to comply with any request of the City of Norwalk or the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

For purposes hereof, discrimination in employment shall include, but need not be limited to, employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment and selection for apprenticeship.

The Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term "minority business enterprise" shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

The Contractor will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Contract so that such provisions will be binding upon each trade contractor and subcontractor.

B. In addition, Contractor shall comply and shall require its trade contractors and subcontractors who perform any Work in connection with the Project to comply with all current, applicable terms of the following, as the same may be amended from time to time:

- The Civil Rights Act of 1964, as amended;
- Federal Labor Standards (29 CFR Parts 3, 5 and 5a);
Davis Bacon Act;
- Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR - Part 3);
- Flood Disaster Protection Act (PL 93-291);
- Hatch Act (Title 4 USC Chapter 15);
- Section 504 of the Rehabilitation Act of 1973;
- The Americans With Disabilities Act;

C. Prevailing Wage Requirements

This Contract shall be subject to the Connecticut State Prevailing Wage regulations and requirements and applicable prevailing wage rates- as such may be amended or revised from time to time; and

The Contractor shall comply, at its own cost, with all such applicable prevailing wage rate regulations, as the same may be revised or amended from time to time. Under no circumstances shall the Contractor be entitled to any additional payment or any increase in the costs, fees or expenses payable by the City hereunder, based on any increase in the cost of compliance with applicable regulations, requirements or any

increase in the applicable, prevailing wage rates.

D. State Labor and Employment Regulations

Pursuant to Connecticut General Statutes, Section 31-52a, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract relates to a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed:

In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to persons who are residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.

Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the contractor is a party. Any contractor who knowingly and willfully employs any person in violation of any provision of this section is subject to fines based on current laws.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the construction of a public works project where the combined total cost of all Work to be performed by all contractors and subcontractors in connection with the new construction of a Public Works Project is One Million Dollars (\$1,000,000.00) or more, or for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project if the total combined cost of all Work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Norwalk. Any contractor who is not obligated by Contract to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

In the event that the City and/or the State of Connecticut determines that any mechanic, laborer or workman employed by the Contractor or any subcontractor directly

on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the City may, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law or in equity, terminate the Contractor's right to proceed with the Work hereunder or such part of the Work for which there has been a failure to pay the required wages. In the event of such termination, the City may prosecute the Work to completion by contract or otherwise and the Contractor and its sureties shall be liable to the City for all costs incurred thereby in excess of the compensation to be paid under this Contract.

Each employer subject to the provisions of Section 31-53 of the Connecticut General Statutes shall comply with the applicable requirements at its own cost and expense and shall not be entitled to any additional payment or increase in its fees payable hereunder as a result of or due to the cost of compliance.

ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

If, at any time, the City determines that the Work hereunder is not being performed according to the Contract or for the best interest of the City or should the Contractor at any time refuse or neglect to supply a sufficient number of skilled workers or materials of the proper quality and quantity; or fail in any respect to prosecute the Work with promptness and diligence; or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the Work of any other contractors or subcontractors on the Project; or fail in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; or should there be filed by or against the Contractor a petition in bankruptcy or for an arrangement or reorganization; or should the Contractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency -- then in any of such events, each of which shall constitute a default hereunder on the Contractor's part, the City shall have the right, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law, to temporarily suspend the execution of the Work by the Contractor and proceed with the Work under its own direction in accordance with the Contractor Documents and in such manner as the Director determines to be in the best interests of the City or, the City may terminate the Contractor's employment under this Contract while it is in progress, and thereupon proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project.

In any of the foregoing events, the Contractor shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the City, as evidenced by written acceptance signed by the Director. All costs, expenses, losses and damages, including attorneys' fees, and all other charges incurred by the City for the completion of the Work as a result shall be charged to the Contractor and deducted by the City from any monies due or payable or to become due or payable hereunder. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of the City and of performing and furnishing all

labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurment, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the Contractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Contractor's default. If such costs and expenses and other charges exceed the amount stated herein, such excess amount shall be charged to and promptly paid by the Contractor to the City. In computing the amounts chargeable to the Contractor, the City shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the Contractor shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

Should the City reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the Contractor pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the Contractor and the City may renegotiate the Contract based upon current conditions or may unilaterally elect to terminate the Contract.

The City may further terminate the Agreement at any time for convenience and without cause and the Contractor shall be compensated for the Work completed through that date of termination as specified in the notice thereof.

Termination or suspension under this section shall not give rise to any claim against the City for damages or compensation in addition to that provided hereunder.

ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS

The Work shall be performed and furnished under the direction and to the satisfaction of the City and, where appropriate, its Architect or Engineer. The Contractor shall be responsible for identifying any ambiguity in, or difference in interpretation of the Contract Documents, and shop drawings, or between or among any of them, and immediately submitting the issue to the City, which will transmit the same to the responsible professional designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the parties. The City will furnish to the Contractor any additional information and plans as may be prepared to further describe the Work and the Contractor shall conform to and abide by the same.

Notwithstanding the dimensions on the any of the Contract Documents, and/or shop drawings, it shall be the obligation and responsibility of the Contractor to take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work.

The Contractor shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings shall not relieve the Contractor of its obligation to perform the Work according to the Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Site, which obligation and responsibility shall continue until completion and acceptance of the Project.

The Contractor's submission of a shop drawing shall constitute the Contractor's representation that it has reviewed the submission for accuracy and compliance with all Contract Documents, and that, wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer which shall have responsibility therefor.

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Contract, the Contractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the City in writing and allow the City a reasonable time to have such improper conditions and defects remedied.

ARTICLE 17. REJECTED WORK AND MATERIAL

In the event the City finds that the materials furnished, the finished Project or the Work performed hereunder by the Contractor, for any reason, does not conform with the requirements of the Contract Documents, and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the City, by and at the expense of the Contractor.

The Contractor agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the City and replace the same with Work or material satisfactory to the City. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

ARTICLE 18. LAWS, PERMITS, AND LICENSES

The Contractor shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional charge or expense to the City. Contractor shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

The Contractor shall at any time upon demand furnish such proof as the City may

require showing such compliance and the correction of such violations. The Contractor agrees to save harmless and indemnify the City, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Contractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefor in connection with the performance of Work.

The Contractor acknowledges, represents and warrants that it shall comply with the requirements of Chapter 50 of the Norwalk City Code in performance of the Work. Without limiting the generality of the foregoing, Contractor acknowledges, represents and warrants that no natural gas waste or oil waste, as defined by Chapter 50 of the Norwalk City Code, will be used by the Contractor, or any of its subcontractors, agents or vendor agents, in performing the Work pursuant to this Agreement.

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

ARTICLE 20. SUCCESSORS AND ASSIGNS

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the Contractor nor shall the Contractor's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director.

ARTICLE 21. RESPONSIBILITY FOR THE SITE

At all times throughout the performance of this Contract and until final acceptance of the Work hereunder, the Contractor shall be in control of and responsible for the Site and for any loss or damage to the Work to be performed and furnished under this Contract, however caused. This shall include responsibility for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Contractor or anyone employed by it in the performance of the Work, however caused. Accordingly, the Contractor shall, at its own cost and expense, (1) keep the Site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean," and (4) at the entire completion of its Work,

remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Contractor fail to perform any of the foregoing to the City's satisfaction, the City shall have the right to perform and complete such Work itself or through others and charge the cost thereof to the Contractor.

ARTICLE 22. INSURANCE

The Contractor agrees to obtain at its own cost and expense all insurance required by the Insurance Rider attached hereto and incorporated herein as **Exhibit 4**, and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing the Project, the Contractor shall furnish the City's Corporation Counsel and Risk Manager a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

ARTICLE 23. INDEMNIFICATION

The Contractor expressly agrees to at all times indemnify, defend and hold harmless the City of Norwalk, and its respective officers, employees, servants, agents and representatives, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including reasonable counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggravement directly or indirectly arising out of, related to or connected with the Project and/or the Work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder.

The City may withhold from any payment due or to become due to the Contractor an amount sufficient in its judgment to protect and indemnify the City, its officers, employees, servants, agents and representatives from and against any and all such claims and liabilities described above.

Nothing in this provision, or elsewhere in this Contract, shall be deemed to relieve the Contractor of its duty to defend the City or other indemnified party, as specified in this Contract, pending a determination of the respective liabilities of the Contractor, the City, or any other indemnified party, by legal proceeding or Contract.

In furtherance to but not in limitation of the indemnity provisions in this Contract, Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

ARTICLE 24. BONDS >>>Intentionally Omitted>>>

ARTICLE 25. SUBCONTRACTING AND ASSIGNMENTS

The Contractor shall not subcontract any portion of the Work to be performed hereunder unless the prior written consent of the Director is given for both the Work to be subcontracted and the subcontractor to perform the same.

In the event that the City approves of the hiring of subcontractors or subconsultants to pursue the Project, the Contractor agrees to cooperate as fully as possible with the City and any and all such subcontractors and subconsultants in the interests of the Project. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor or subconsultant approved by the City to agree in a written contract to observe and be bound by all obligations and conditions of this Contract to which Contractor is bound hereby including the requirements regarding insurance and indemnification.

Each subcontract contract shall preserve and protect the rights of the City and the Project Architect/Design Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the Contractor that the Contractor has against the City pursuant to the Contract Documents.

Nor shall Contractor assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the City in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Contractor assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the City of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the City

until the City provides its written consent to such Assignment. Contractor agrees that any such Assignment shall not relieve the Contractor of any of its Contracts, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the City and assignee or transferee. Contractor further agrees that all of the City's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. Contractor hereby agrees to indemnify, defend and hold harmless the City from and against any and all loss, cost, expense or damages that the City has or may sustain or incur in connection with such Assignment.

ARTICLE 26. WARRANTY

The Contractor hereby warrants to the City that all of the Work shall be performed in conformance with Contract Documents, and shall be of good quality and free from any faults and defects.

The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any portion of the Work, materials or equipment which, at any time up until two (2) years from the date of final acceptance of the Work hereunder, the Architect or the City shall condemn as unsound, defective or improper or as in any way failing to conform to this Contract or other Contract Documents, and the Contractor, at its own cost and expense, shall replace the same with proper and satisfactory Work, materials and/or equipment.

Without limiting the generality of the foregoing, the Contractor warrants to the City that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the Contract Documents; that the Work performed and materials used pursuant to this Contract will be free from any defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the City's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and replaced by Contractor at its own cost and expense. All warranties contained in this Contract and in the other Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

ARTICLE 27. NOTICE OF CLAIMS

Claims by the Contractor must be in writing and sent within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the Contractor first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the City at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof

to the best of the Contractor's information.

ARTICLE 28. GENERAL PROVISIONS

A. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the City for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the City beyond such moneys as are properly made available and appropriated for the Project.

B. The relationship of the Contractor to the City is that of an independent Contractor. The Contractor covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the City by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

C. The Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the Contractor be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The Contractor further agrees to include the foregoing certification in any subcontract or purchase order, which it may enter into in furtherance of the Work contemplated hereunder.

D. No member of the governing body of the City, and no other officer, employee, or agent of the City, shall have any personal interest, direct or indirect, in this Contract, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants that no person having such interest shall be employed in the performance of this Contract.

E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

F. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Contract or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.

G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all Contracts and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by

the parties hereto.

H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.

I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.

J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: Transportation, Mobility & Parking
Attn: James Travers
City of Norwalk
125 East Avenue, PO Box 5125
Norwalk, Connecticut 06856-5125

With copies to: Office of Corporation Counsel
125 East Avenue, Room 237
PO Box 5125
Norwalk, Connecticut 06856-5125

With copies to: Finance Department
(For insurance purposes) City Hall, 125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125
Attn: Risk Manager

To the Contractor: Ross Rizzo
President
The NY Conn Corp.
5 Shelter Rock Road, Suite 8
Danbury, CT 06810

K. The City of Norwalk's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the City are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and

employment practices. The City reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Norwalk. By reserving this right the City does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

L. The Contract and its attached exhibits include applicable State of Connecticut and federal governmental requirements that the Contractor must comply with and must require its subcontractors and consultants to comply with. The Contractor hereby acknowledges that such requirements are subject to revision by the state or federal governmental authorities from time to time during the Contract term and that, by entering into a Contract with the City, the Contractor agrees to be subject to such revised requirements and changes in law or regulations as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Project, throughout the term of this Contract. The Contractor shall observe all federal, state and local laws, Ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

M. In case of a conflict between the provisions of the Contract any state and federal requirements, or any specification, guide, manual, policy, or requirement of the Contract Documents, or other publication referenced herein, the provision containing additional details or more stringent requirements will control. In case of the Contractor's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the City shall have the right to determine, in its sole discretion, which provision applies. The Contractor shall promptly request in writing the City's determination upon the Contractor's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of the Contract.

N. With respect to any referenced guide, manual, policy, document, or other publication noted in the Contract and noted to be subject to revision throughout the term of the Contract, the Contractor agrees to comply with the version of the document or publication that is in effect on the date effective of the Contract.

O. The Contractor shall cooperate fully with the City and permit the City, or other state or federal authority, as applicable, to review, at any time during the Work, all activities performed by the Contractor with respect to any Work under this Contract. Upon request of the City, the Contractor shall timely furnish all documents related to the Work so that the City may evaluate the Contractor's activities with respect to the Project, including, but not limited to, its performance of the Work pursuant to this Contract, and applicable law.

P. The Contractor hereby represents to the City as follows:

(i) That it is a legally existing corporation under the laws of its state of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

(ii) that it has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

(iii) that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder;

(iv) that this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and

(v) that it is in compliance with all applicable regulations and laws governing employment practices.

ARTICLE 29. ELECTRONIC SIGNATURE

This Contract may be executed and delivered via facsimile or electronic mail by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

ARTICLE 30. EFFECTIVE DATE

The effective date of this Agreement shall be the date this Agreement is last signed by the Parties hereto which shall be the dated first set forth above in the introductory paragraph as the Effective Date.

IN WITNESS WHEREOF, this Contract has been executed by the City, acting by and through its Mayor, who has caused the seal of his office to be affixed hereto, and the Contractor has duly executed this Contract on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Sally Johnson

Witness Sally Johnson

Irene F. Dixon

Witness Irene F. Dixon

CITY OF NORWALK

By: Harry W. Rilling
Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: 5/2/25

Signed, Sealed and Delivered
in the Presence of:

Ross Rizzo

Ross Rizzo

THE NY CONN CORP

By: Ross Rizzo
Ross Rizzo
Its President
Duly Authorized

Date: 5/2/2025

Date Signed: 5/2/2025

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: [Signature]
Assistant Corporation Counsel

Date: 5/2/2025

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: [Signature]
Chitsamay Lam, Comptroller
Karen Vitale, Deputy Comptroller

Date: 5.7.2025

CONTRACT FOR CONSTRUCTION SERVICES

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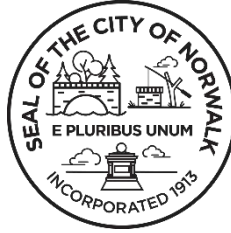
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EXHIBIT 1

**CITY OF NORWALK
PURCHASING DEPARTMENT**



**SEALED RFPs MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE NORWALK, CT 06851
BY THE DATE AND TIME OF RFP OPENING**

PROJECT NUMBER:	4400
REQUESTING DEPARTMENT:	Transportation, Mobility and Parking (TMP)
DATE OF RFP ISSUANCE:	08/30/2024
TITLE OF RFP:	Transportation, Mobility and Parking (TMP) On-Call Traffic Signal Emergency Services
RFI/QUESTION DEADLINE:	2:00PM 09/10/2024
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 09/19/2024
HARD COPY SUBMISSION DEADLINE:	N/A
MANDATORY WALKTHROUGH:	YES () NO (X)
DATE, TIME, AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF RFP OPENING:	2:00 PM 09/19/2024
RFP DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES () NO (X)

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT

- 1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM**
- 2. RFP FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS**
- 3. EXCEPTIONS (IF ANY)**

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

1. ALL RFPs WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY RFP RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.

2. OBLIGATION OF BIDDERS:
 - a. AT THE TIME OF OPENING RFPs, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE THEMSELVES THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR RFP.

 - b. EACH BIDDER MUST FULLY INFORM THEMSELVES OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF THEIR OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT THEIR WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.

3. TIME IS OF THE ESSENCE (IF APPLICABLE):
 - a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

CITY OF NORWALK

PURCHASING DEPARTMENT

GENERAL INFORMATION

1. INTRODUCTION

The City of Norwalk is requesting proposals from qualified traffic signal contractors to provide supplemental and emergency on-call services for City-owned traffic signal equipment and ornamental street lighting. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. RFP DOCUMENTS

All RFP documents for this invitation are available over the internet at <http://www.norwalkct.gov>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

3. ADDENDA

All addenda, if issued will be available over the internet at <http://www.norwalkct.gov>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the RFP deadline. It is the responsibility of the bidder to check for issuance of any addenda.

4. BIDDER'S LIST

Bidder's list for this solicitation will not be published.

5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Sharon Conners, Purchasing Agent at sconners@norwalkct.gov. Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, September 10, 2024.

6. SUBMISSION OF RFP

The City of Norwalk requires **electronic sealed submission** for this project in the City of Norwalk's BONFIRE portal.

All sealed electronic submissions must be submitted in Bonfire no later than September 19, 2024, at 2:00PM.

7. SUMMARIES

A list of the proposing firms will be available any time after 5:00 pm on the day of the RFP opening at [Purchasing-Bid Postings](#). RFP results will not be provided over the phone.

CITY OF NORWALK PURCHASING DEPARTMENT

SPECIAL NOTES:

1. Contractors shall obtain and pay for all required permit(s) for this project. Permits fees are NOT waived. Expenses for permits and inspections required by the City shall be billed at actual cost.
2. References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
3. Section 4, Item 109-04-2b, page 79, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
4. Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be \$500.00 per day.
5. Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents
6. **Public Opening:** Per the [City of Norwalk Purchasing Guidelines](#), Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. Receipt of Proposals: Proposals shall be opened so as to avoid disclosure of contents to competing proposers during the process of negotiation. A Register of Proposals shall be prepared in accordance with these Procurement Guidelines and shall be open for public inspection after contract award. If you wish to hear the bid/RFP opening, please join us through a teleconference.

Access Number: (866) 640-4044 or (678) 302-3554

Participant Code: 968 704

The City of Norwalk is an Affirmative Action/Equal Opportunity Employer; Minority/Women's Business Enterprises are encouraged to apply

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

**CITY OF NORWALK
PURCHASING DEPARTMENT
PROPOSER'S INFORMATION AND ACKNOWLEDGMENT FORM**

Proposer's Name

Street Address

<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;">City</td> <td style="width: 33%; text-align: center;">State</td> <td style="width: 33%; text-align: center;">Zip</td> </tr> </table>	City	State	Zip
City	State	Zip	

Business Telephone:

Email Address:

Printed Name and Title of Individual Submitting Proposal

The undersigned acknowledges that the terms, conditions and specifications of this RFP are understood and unconditionally accepted.	
Signature	Date

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

The undersigned hereby declares that they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions and understands that in signing this proposal they waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

- A. RATE SCHEDULE: For evaluation purposes, an allowance of \$15,000.00 is provided. Contractor shall provide their acceptable mark-up fee. Total mark-up shall not exceed fifteen (15) percent of material cost.**

All services shall be billed at the hourly rates included in the bid, which shall be all inclusive. No additional charges shall be made for overhead, profit, fuel, travel or incidental expenses.

ITEM	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL
TRAFFIC SIGNAL TECHNICIAN				
Scheduled Work (7AM – 4 PM)	30	Hours		
Emergency Rate	40	Hours		
LABORER				
Scheduled Work (7AM – 4PM)	24	Hours		
Emergency Rate	30	Hours		
OTHER ITEMS				
Bucket Truck	40	Hours		
Utility Truck (including tools)	40	Hours		
Material Mark-up *	\$15,000.00	Mark-up	(1.15 max)	
TOTAL				

CITY OF NORWALK PURCHASING DEPARTMENT

B. CERTIFICATION

Submitted By:	Signature:
Authorized Agent of Company (Name & Title):	
	Date:

C. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK PURCHASING DEPARTMENT

1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:		
2.	Number of personnel employed:	Part Time	Full Time

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.

4. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

CITY OF NORWALK PURCHASING DEPARTMENT

<p>5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)</p>	general partnership		
	limited partnership		
	limited liability corporation		
	limited liability partnership		
	corporation doing business under a trade name		
	individual doing business under a trade name		
	other (specify)		
<p>6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled</p>	<p><u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?</p>	Yes	No
	<p><u>Out-of -State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)</p>	Yes	No
<p>7. CT eLICENSE (https://www.elicense.ct.gov) / Business Registration (https://business.ct.gov/?language=en_US) :</p>			
<p>8. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form</u>:</p>			
Business Name			
Address			
City, State & Zip			
Name of Agent			

CITY OF NORWALK

PURCHASING DEPARTMENT

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening. A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

9. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

10. Identify your businesses' supplier diversity classification and provide certification:

DIVERSITY CLASSIFICATION	CHECK ALL THAT APPLY
Women Business Enterprise (WBE)	
Minority Business Enterprise (MBE)	
Disadvantage Business Enterprise (DBE)	
Veteran-owned Small Business (VOSB)	
Small Business (SBE)	
Other (please explain)	

CITY OF NORWALK PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your City of Norwalk vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website:

<https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name:	Tel:
Agency Address:	Email:

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information** (please provide the POC for follow-up questions to this questionnaire):
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES NO

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES NO

If your answers to Questions 3 and 4 are BOTH “NO”, thank you for completing the IT Information Security Questionnaire.

If one or both questions are “YES”, please complete the remaining questions.

5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

7. **Business Entity:** What is your business entity type?

**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

8. **How many employees and contingent workers do you have in your organization?**

1-10 10-50 50-100 100-500 500-1000 1000 or more

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?

YES NO

10. **Access to Data:** How is your organization accessing City data?

**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

**Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

YES NO

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data?

YES NO

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI- DSS, ISO 9001)?

14. Information Security

a. Does your organization have written information security policies and procedures (WISP)?

YES NO

b. How often are the information security policies and procedures reviewed and updated?

c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

d. Does your organization have privacy policies and procedures?

YES NO

e. How often are the privacy policies and procedures updated?

f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

g. What methods of encryption are utilized for data at rest and in transit?

h. Are the encryption methods utilized FIPS 140-2 approved?

YES NO

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES NO

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES NO

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES NO

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES NO

m. Does your organization utilize multi-factor authentication?

YES NO

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES NO

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES NO

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES NO

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES NO

r. Does the Vendor provide annual phishing simulations for their employee?

YES NO

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES NO

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES NO

u. Are all the Vendor laptops encrypted?

YES NO

v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

YES NO

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES NO

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization?
YES NO

- b. Does your organization have documented enterprise risk management policies and procedures?
YES NO

- c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

- d. Does your organization utilize an outside third-party to provide services/products to the client?
YES NO

- e. Does your organization have a third-party risk management program (TPRM)?
YES NO

f. Does your organization include right-to audit clauses in contracts with third parties?

YES NO

g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

YES NO

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES NO

b. How often is the business continuity plan updated?

c. Does your organization conduct business continuity tests once per year?

YES NO

d. Does your organization have a disaster recovery plan?

YES NO

e. How often is the disaster recovery plan updated?

f. Does your organization conduct disaster recovery tests once per year?

YES NO

g. Does your organization have business continuity and/or disaster recovery sites?

YES NO

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES NO

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

2.1 Introduction

The City of Norwalk Department of Transportation, Mobility and Parking (TMP) requests bids from qualified traffic signal contractors to provide supplemental and emergency on-call services for City-owned traffic signal equipment and ornamental street lighting. The City of Norwalk owns and operate over 80 traffic signals and maintains approximately 100 ornamental streetlights. The City's traffic signals contain a mixture of NAZTEC TS2/1 and 2070, **ATC Commander** controllers, Econolite and GridSmart video detection, AXIS PTZ network cameras, and Opticom preemption. Many of these traffic signals are connected to the City's fiber optic communication system.

2.2 Background

2.3 Scope of Services

The City has historically performed the vast majority of its own preventative maintenance and repair program, but at times, has been required to supplement City staff with additional help. In order to meet this need for emergency service, the City is proposing to obtain the services of a qualified Contractor to respond to an emergency service call with a service response crew within two (2) hours of being contacted, 24 hours per day, seven (7) days a week and a supplemental service call within 72 hours of being contacted.

The Contactor should have readily available and accessible all required tools, equipment, skilled labor, and materials necessary to perform the work during a typical signal malfunction in a workmanlike manner. In the case of a traffic signal knockdown, a natural or man-made disaster, or a significant equipment failure, the Contractor should have the ability to safely secure the site, either by returning the signal to full or temporary operation, or by safely removing any defective equipment posing a public safety liability and implementing a temporary traffic control plan approved by the TMP representative. No work in excess of \$7,500 shall be undertaken without written authorization except in the case of absolute emergencies where injury or property damage may result without prompt response.

All traffic signal work shall be performed in accordance with the latest City Traffic Signal Standards and the CT DOT Standard Specifications for Roads, Bridges and Incidental Construction, Form 817. All work performed or equipment/parts supplied by the Contractor shall be subject to the inspection and approval of the City. Failure to pass inspection per this agreement on any repair, maintenance, or service item will result in non-payment for that item until such time as the Contractor provides the item in an acceptable state to the City representative.

The Contractor shall have available and provide as needed adequately skilled personnel. The traffic signal technician assigned to the Contract shall preferably have International Municipal Signal

Association (IMSA) Traffic Signal Technician Level 2 certification or higher. When requested, the Contractor shall replace any personnel assigned to the contract whose performance is considered unacceptable to the City or the standards established per the proposal.

2.4 Audit

The Contractor agrees to maintain complete records of all direct labor hours worked by employees engaged in fulfilling this contract. Payment for work completed which is beyond the scope defined below is to be computed on the basis of actual hours worked, at a fixed rate per hour and all other costs, if any, payable by the City under this contract.

Such records shall be maintained in accordance with recognized commercial accounting practices so they may be readily audited. Contractor further agrees to permit the City of Norwalk to examine and audit these records and all supporting records at reasonable times. All payments, if any, made hereunder by the City of Norwalk, shall be subject to final adjustments as determined by such audit(s). Contractor shall retain all records for a period of not less than one calendar year after the completion date of this contract.

2.5 Record Keeping

Incidental to any and all services provided is the requirement to prepare and maintain a project schedule, provide monthly status reports and maintain proper record keeping. The initial project schedule for any particular engagement shall be included in the original scope of services agreed upon by the City and the Consultant for that particular engagement. The consultant is required to keep the project schedule current and revise it as appropriate and necessary, subject to approval by the City, throughout the course of the engagement.

The monthly status reports shall summarize the status of all projects for which the consultant is engaged. Information contained in the status reports shall include work and activities completed and/or undertaken during the current reporting period, identification and explanation of any work or activities anticipated within the previous status report that was not completed or undertaken, identifying, and explaining if appropriate, any significant happenings or milestones occurring during the current reporting period, relating the current status of the project to the current project schedule, updating the project schedule, if necessary, and identifying the work, activities, milestones, and significant happenings anticipated and/or planned for the upcoming reporting period.

Record keeping shall include maintaining complete and accurate records of all correspondence, submittals, reports, transmittals, logs, meeting minutes, drawings, results, requirements, and any other

written documentation or information generated or received by the consultant in the course of or related to the consultant's involvement in any engagement under the on-call contract. Such records shall be sorted and filed, separated by engagement and in chronological order, by the type of information contained, the task and/or stage of the project related to, and/or the generator and/or recipient of the document as is appropriate to the scope of the engagement and the volume of records being stored. The consultant shall ensure that the City receives copies, in a timely manner, of any such records as may be significant, or otherwise appropriate, to the City's oversight and/or involvement in the engagement and/or any work, relevant event or effect, or public expenditure associated therewith or otherwise related thereto. The consultant shall also endeavor to obtain a copy of any document that the consultant knows to, or has reason to believe may, exist which appropriately should be included in such records. In addition, the consultant shall make a log of, or otherwise appropriately note in writing, (and include in such records,) any significant verbal correspondence and/or visual, or any other, observance as appropriate.

All such records shall be stored in a secure location and in a manner that allows for convenient location and identification for as long as the consultant is required to maintain them. Records associated with an active engagement shall be stored in such a manner as to be readily accessible on demand. Such records shall be maintained by the Consultant for a minimum of six (6) years beyond the completion of the particular engagement. Upon completion of the project, the Consultant shall provide to the City copies of all such documents requested by the City, deemed appropriate for the City to possess for purposes of utilizing and/or maintaining any facilities completed in association with the engagement, interpreting or applying any deliverables generated through the engagement, and/or evaluating or auditing any work or tasks associated with the engagement.

2.6 Proposal Submission Format

Proposals should put forth full, accurate, and complete but concise information as required by this request. The City shall not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee.

Firms should create their submissions in 8½" x 11" document size using a minimum 12-point font size, double sided, include page numbers and any blank pages must be watermarked "Intentionally Left Blank". Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

The City reserves the right to reject proposals/parts thereof or to solicit new proposal and award contracts as it deems in its best interest. All proposals will remain property of the City. It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

To enable the City to compare the proposals received we ask that your proposal include the information specified below, the sequence listed, with each section of your proposal numbered to correspond to the numbers sequenced below.

Request for Proposal (RFP) shall include the following, **in this order**:

1. **Executive Summary**: Provide a brief history of your firm, company structure, and identify key qualities or services provided that distinguishes your firm from other firms. This section shall include a concise statement of the consultant's approach to the project and a summary of the Consultant's ability to provide the required services. Also include in this section include the Name and address of firm(s) and identification and contact information of the Project Lead.
2. **Project Team Organization and Staffing**: Identification of Project Manager and all other team members – as well as any subcontractors to this project – and assigned duties and traffic certifications.

The City reserves the right to interview and specify key staff members on this project.

3. **References/Statement of Qualifications**: Provide four (4) most recent current or previous government clients in which your firm provides the same size and scope of services requested by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following, **in this order**:
 - a. Client/Agency Name
 - b. Contact Name and Title (project manager role preferred), Telephone, and Email
 - c. Number of Projects Completed for Client/Agency
 - d. Project Names
 - e. Project Descriptions
 - f. Project Approach and Methodology
 - g. Year of Project and Length of Project
 - h. Project Budgets and Final Invoiced Amount
 - i. Contractor Personnel Assigned to Project and Project Role
4. **Other Information**: Provide any other information that you believe will assist the City of Norwalk in making its selection. Such information may be in this section of your proposal
5. **Forms**: Fully Completed Section 1 – Response Forms

2.7 Selection Process

Proposals will be initially reviewed by a Selection Committee. The Selection Committee may select the two or three firms that best meet the City's requirements. These firms will then be

invited to represent their proposals to and respond to questions from the Selection Committee.

Following this selection process, the Selection Committee will make a recommendation to the Common Council Committee. Approval to enter into a contract has to be authorized by the Norwalk Common Council.

The City of Norwalk reserves the right to reject any and all proposals submitted, to request additional information from all proposers and to negotiate with one or more of the finalists regarding the terms of this engagement. The City of Norwalk also reserves the right to retain the proposals, use any ideas contained in the proposals and is not obligated in any manner to reimburse the proposers for the costs incurred in connection with responding to this Request for Proposals.

The Selection Committee intends to recommend the firm that, in its opinion, best meets the City’s needs, not necessarily the firm with the lowest fees.

The anticipated selection schedule is as follows:

RFP Interviews	End of September/Early October 2024
Common Council Committee Review	October 2024
Common Council Review	October 2024

2.8 Criteria for Evaluating Proposal Submissions

The City of Norwalk shall be responsible for reviewing the proposals received and will further evaluate them, using the following criteria. The City reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

Criteria	Weight
Qualifications and Experience: <ul style="list-style-type: none"> • Respondent must demonstrate adequate experience in the following areas: qualification, general experience and technical competence of the project team • Experience, resources, and technical expertise with similar type/size project • Feedback from References with projects similar in size & scope 	20%
Overall Impression of Proposal <ul style="list-style-type: none"> • Organization, clarity, conciseness, and thoroughness. 	20%

Criteria	Weight
<ul style="list-style-type: none"> • Approach to the scope of services and statement of works • Proposed project schedule 	
Additional Considerations (applicable only when not in conflict with state or federal guidelines) <ul style="list-style-type: none"> • Qualifications such as a SBE, DBE, MBE, WBE... • Interview/Presentation 	10%
Cost Proposal: Cost proposal should include any payment schedule setting forth the frequency and amount of progress payments and identifying the tasks and deliverables (“milestones”) to be completed for each payment to be deemed earned.	50%
Total Possible Points	100

2.9 Prime Proposer Responsibility

Firm’s submitting proposals to this RFP may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime proposer will be responsible for the entire contract performance whether or not subcontractor is to perform.

All corporate information required in this RFP must be included for each proposed subcontractor. The proposal must also include copies of any agreements to be executed between the prime proposer and any subcontractors in the event of contract award. Under this RFP, the City of Norwalk retains the right to approve all subcontractors.

2.10 Key Personnel

The personnel and commitments identified on any proposer’s proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the proposer must notify the City of Norwalk fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The proposer will make no deviation without the prior written consent of the City of Norwalk. Replacement of personnel will be with personnel or equal ability and qualifications.

Any employee of the proposer, who in the sole opinion of the City of Norwalk is unacceptable, shall be removed from the project pursuant to the request of City of Norwalk. The proposer will have Fourteen (14) Days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Norwalk.

2.11 Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the City of Norwalk for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

2.12 Payment & Invoices

All invoices shall be in a format agreeable to the City of Norwalk (City). Invoices shall indicate breakdown of the weekly days and the hours worked. Overtime will be billed separately from the monthly service invoice. For purposes of this agreement, the work week shall commence with shifts beginning on or after 12:00am on Sunday and end the following Sunday at 12:00am.

Emergency rate applies to the hours between 4:00 PM and 7:00 AM Monday through Friday and all day on weekends and City holidays.

All services shall be billed at the hourly rates included in the bid, which shall be all inclusive. No additional charges shall be made for overhead, profit, fuel, travel or incidental expenses.

NOTE: Any hours not billed within the fiscal year will not be paid once the fiscal year has ended. The fiscal year is from July 1st to June 30th. Contractor billing submitted for services in the month of June will be accepted for payment no later than July 31st.

2.13 Termination for Default or for the Convenience of the Contracting Agency

Performance under this contract resulting from this RFP may be terminated by the City of Norwalk whenever;

The proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is the best interest of the City of Norwalk.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

- Stop all work
- Assign to the City of Norwalk all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Norwalk all completed work and work in progress;
- Preserve and protect, until delivery to the City, all material plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Norwalk or necessary to the completion of the work

2.14 Negotiated changes

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect

2.15 Contract Agreement(s) and Contract Period(s)

The selected proposer will be required to agree to and sign a formal written contract between the City of Norwalk and the proposer, prepared by the Law Department of the City of Norwalk. A sample of the contract, is provided in a separate section to illustrate the type of contract the City will use to contract for this project.

It is the intention of the City of Norwalk to enter into an agreement for three (3) years with the option of two (2), one-year extensions for a potential total contract length of five (5) years. Any renewal is contingent upon satisfactory performance by the contractor and the City of Norwalk's desire to continue with these services.

There is no guarantee of any work or any amount of work for any year of the contract. The contract is subject to funding availability. The City is not liable for any pre-contractual expenses including but not limited to the cost of preparing a proposal, providing bonds and insurance, or any other expenses incurred by the Contractor prior to the notice to proceed and commencement of work.

2.16 Right of Set-Off

The undersigned bidder hereby authorizes the City to set off against monies payable hereunder by the City to the bidder, an amount equal to any unpaid real and personal property taxes and assessments (the collection of which is not barred by the State of Limitations), owing by the bidder to the City, including all interest and lien charges in connection with such paid taxes.

2.17 Duration of Proposals

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

2.18 Acceptance of RFP Content

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful Respondent shall enter into a written contract for the work to be performed.

It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in a contract signed by the City and the successful Respondent.

This RFP is not an offer: Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the City of Norwalk or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The fully executed contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the

contract until the contract has been accepted and approved by the City's Corporation Counsel and fully executed by all parties.

2.19 Insurance Coverage Requirements

PROFESSIONAL SERVICES INSURANCE RIDER

As a provider of Professional Services, the Consultant shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Consultant's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation: With respect to all operations the Consultant performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Consultant performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Consultant shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Professional Liability: The Consultant shall provide Professional Liability Insurance covering errors and omissions. Such insurance shall be in an amount no less than \$1,000,000 each claim and \$1,000,000 Aggregate. Such insurance coverage shall remain in place for seven years after City's acceptance of Consultant's work, and if Consultant's insurance coverage is written on a "claims made" basis, such seven year requirement can be satisfied through a combination of an extended reporting period and tail coverage.

Acceptability of Insurers: The Consultant's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Norwalk.

Subcontractors: The Consultant shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Consultant to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Consultant is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Consultant shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the Consultant's Services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Consultant and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Consultant's activities to be performed under this Agreement. Consultant's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

Waiver of Subrogation: Consultant hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers. This waiver of subrogation does not apply to Professional Liability coverage.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Consultant shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after

policy renewal.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel and Finance Department (Attn: Risk Manager), 125 East Avenue, P.O. Box 5125, Norwalk, CT 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

2.20 Sample Contract

SAMPLE CONTRACT

The following document is the City’s standard Independent Contractor contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk’s Corporation Counsel. Additionally, the terms of the final contract may vary at the City’s option and, this sample agreement has been included to provide you with the general contract terms and conditions typically utilized by the City in the hiring of an independent contractor for consultant services

AGREEMENT WITH INDEPENDENT CONTRACTOR
BY AND BETWEEN
CITY OF NORWALK
AND
«VendorName»
FOR «Project»

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (the “City”), acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», and «VendorName», a corporation authorized and licensed to do business in the State of «LicenseState», having a principal place of business at «VendorAddress1», «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (the “Contractor”).

WITNESSETH:

WHEREAS, the City is in need of «Notes» (the “Project”); and

WHEREAS, the City desires to retain the services of the Contractor based on the Contractor's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, Contractor has agreed to perform the services described herein for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **ENGAGEMENT OF Contractor**

A. Based on the representations of the Contractor set out in its proposal dated «ProposedDate», a copy of which is annexed hereto and incorporated herein as **Exhibit**

2, the City hereby retains the Contractor to perform the services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the City shall be «DepartmentHead», Department of «Department», or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the Contractor hereunder shall be «VendorAuthorizer», «VendorAuthorizerTitle».

2. **SERVICES TO BE PERFORMED**

A. The scope and details of the Services to be performed by the Contractor and the specifications to which such Services should conform are described in the City's Bid Invitation dated _____, a copy of which annexed hereto and incorporated herein as **Exhibits 1**. The Contractor shall perform such Services as may be required by the Director in a professional and timely manner in accordance with the terms and requirements of this Agreement, in order to meet the City's needs. Services will be requested on an as needed basis with no minimum or maximum scope.

B. The parties understand that Contractor is retained solely for the purposes of performing the Services described herein. The Contractor's relationship to the City and its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. The Contractor shall not be considered, under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to City employees.

C. In performing the Services and otherwise meeting its duties and obligations hereunder, Contractor shall ensure that its employees and subcontractors observe high standards of professional and business ethics observed by like professionals in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the City, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

D. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. **COMPENSATION**

A. The Contractor shall be compensated for its performance of this Agreement, a maximum amount not to exceed the sum of «ContractBudgetInEnglish»(\$«ContractBudget») payable in accordance with the terms

of the Contractor's bid.

B. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the Contractor in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the City without specific prior written approval of the Director.

C. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor and submitted not more often than once a week. Each requisition shall be in a form acceptable to the City and shall set forth the hours of work performed and the tasks completed. The City may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information and/or documentation as it may deem necessary.

D. The acceptance by the Contractor, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against the City under the provisions of this Agreement.

4. **TIME PROVISIONS**

A. The term of this Agreement shall commence effective _____ and conclude on _____. The Contractor shall perform its Services throughout this period.

B. This Agreement shall remain in effect until the services required hereunder are fully completed to the satisfaction of the City, unless otherwise terminated by the parties hereto.

5. **TERMINATION AND SUSPENSION**

The City may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, the Contractor's Services shall be paid for in such amount as shall compensate the Contractor for the Services satisfactorily completed prior to termination. Such amount shall be fixed by the City after consultation with the Contractor, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

6. **INSURANCE AND INDEMNIFICATION**

The Contractor agrees to obtain at its own cost and expense all insurance required

by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing performance of its Services hereunder, the Contractor shall furnish the City's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggravement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the Contractor, its employees, representatives, agents, or subcontractors. This provision shall include all losses, costs, and damages which the City may suffer as a result of a defect in any plan, drawing, design, or specification prepared, acquired, or used by the Contractor, or as a result of any negligent supervision of its services by the Contractor. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings. The provisions of this section shall survive the expiration or early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

7. **GENERAL PROVISIONS**

A. By this Agreement the City intends to secure the professional services of qualified, experienced employees of the Contractor. Failure of the Contractor for any reason to make a sufficient number of such employees available to the City to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

B. This Agreement, being intended to secure the Services of the Contractor, shall not be assigned, delegated, transferred or subcontracted in any manner or to any extent without the prior consent of the City in writing.

C. When the City shall have reasonable grounds for believing that:

(1) The Contractor will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the Contractor or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its

agents, servants or employees, or the Contractor's breach of any provision of this Agreement; then the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss, expense or damage and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right or claim against the City by reason of the City'S failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

D. The Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the City.

E. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement. The Contractor further covenants that he has no prior personal or business relationship with the City's architect, general contractor, or their consultants, subcontractors, agents, or employees.

F. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

G. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

H. During the performance of this Agreement, the Contractor agrees not to discriminate nor to permit any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved.

I. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

J. The City and the Contractor each binds itself and its successors and assigns

to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Contractor shall transfer any interest in this Agreement without the prior written approval of the City.

K. The products of the services performed under this Agreement shall become and remain the property of the City. This shall include all partially completed services in the event that the Agreement is terminated before completion of its term for any reason.

L. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

M. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: «DepartmentHead», «DepartmentHeadTitle»
Department of «Department»
P.O. Box 5125
Norwalk, CT 06856-5125

With a Copy to: Corporation Counsel
City of Norwalk
P.O. Box 5125
Norwalk, Connecticut 06856-5125

To the Contractor: «VendorAuthorizer», «VendorAuthorizerTitle»
«VendorName»
«VendorAddress1»
«VendorAddress2»
«VendorCity», «VendorState» «VendorZip»

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when they are sent by registered mail with proper postage.

N. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

O. The Contractor represents to the City as follows:

i) That the Contractor is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the

protection of creditors or debtors;

ii) That the Contractor has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

iii) That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder; and

iv) That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in two (2) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

CITY OF NORWALK

By: _____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date signed: _____

Witnesses' signatures:

«VendorName»

By: _____
«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Architect; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Architect, the Architect shall carry minimum One

Million Dollars (\$1,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Architect's subconsultants, the subconsultants shall carry minimum Two Million Dollars (\$2,000,000) coverage per claim and in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in

applicable coverage or reduction in the amount of coverage available to the City related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

SECTION 3 GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013, or later on file you may obtain a copy over the Internet at <http://www.norwalkct.gov>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

Document number 1002. <http://www.norwalkct.gov/documentcenter/view/868>

SECTION 4
NOT APPLICABLE

This section intentionally left blank

SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 04232024

NOTE: SECTION 5 contains information concerning the City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 04/23/2024 or later on file, you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.gov>

Document number **1019:** <http://www.norwalkct.gov/DocumentCenter/Home/View/862>

EXHIBIT 2

**CITY OF NORWALK
PURCHASING DEPARTMENT
PROPOSER'S INFORMATION AND ACKNOWLEDGMENT FORM**

The NY-CONN Corporation
Proposer's Name


5 Shelter Rock Road Suite 8
Street Address

Danbury	CT	06810
City	State	Zip

Business Telephone:	(203) 744-9206
---------------------	----------------

Email Address:	rrizzo@nyconncorp.com
----------------	-----------------------

Ross J. Rizzo	President
Printed Name and Title of Individual Submitting Proposal	

The undersigned acknowledges that the terms, conditions and specifications of this RFP are understood and unconditionally accepted.	
	9/19/2021
Signature	Date

**CITY OF NORWALK
PURCHASING DEPARTMENT**

1.1 PROPOSAL RESPONSE FORM

Vendor Name - The NY-CONN Corporation		
Address - 5 Shelter Rock Road Suite 8, Danbury CT 06810		
Phone - (203) 744-9206	Fax - (203) 744-8461	Email - rrizzo@nyconncorp.com
Manager - Ross J. Rizzo		Fed ID# 06-1285524

The undersigned hereby declares that they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions and understands that in signing this proposal they waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.


A. RATE SCHEDULE: For evaluation purposes, an allowance of \$15,000.00 is provided. Contractor shall provide their acceptable mark-up fee. Total mark-up shall not exceed fifteen (15) percent of material cost.

All services shall be billed at the hourly rates included in the bid, which shall be all inclusive. No additional charges shall be made for overhead, profit, fuel, travel or incidental expenses.

ITEM	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL
TRAFFIC SIGNAL TECHNICIAN				
Scheduled Work (7AM – 4 PM)	30	Hours	\$125.00	\$3,750.00
Emergency Rate	40	Hours	\$175.00	\$7,000.00
LABORER				
Scheduled Work (7AM – 4PM)	24	Hours	\$100.00	\$2,400.00
Emergency Rate	30	Hours	\$150.00	\$4,500.00
OTHER ITEMS				
Bucket Truck	40	Hours	\$75.00	\$3,000.00
Utility Truck (including tools)	40	Hours	\$60.00	\$2,400.00
Material Mark-up *	\$15,000.00	Mark-up	15% (1.15 max)	\$17,250.00
TOTAL				\$40,300.00

CITY OF NORWALK PURCHASING DEPARTMENT

B. CERTIFICATION

Submitted By: <u>Ross J. Rizzo - President</u>	Signature: 
Authorized Agent of Company (Name & Title):	
	Date: <u>9/19/2024</u>

C. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	<u>N/A</u>	Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK PURCHASING DEPARTMENT

1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:	35	
2.	Number of personnel employed: 94	Part Time	Full Time
		2	92

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.
SEE ATTACHMENT "A"			

4. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK
N/A				

CITY OF NORWALK PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	general partnership		
	limited partnership		
	limited liability corporation		
	limited liability partnership		
	<input checked="" type="checkbox"/> corporation doing business under a trade name		
	individual doing business under a trade name		
	other (specify)		
6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	<u>Out-of -State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	N/A	
7. CT eLICENSE (https://www.elicense.ct.gov) / Business Registration (https://business.ct.gov/?language=en_US) :			
ELC.0186542 - E1			
8. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form:</u>			
Business Name	N/A		
Address	N/A		
City, State & Zip	N/A		
Name of Agent	N/A		

CITY OF NORWALK PURCHASING DEPARTMENT

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening. A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

9. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

10. Identify your businesses' supplier diversity classification and provide certification:

DIVERSITY CLASSIFICATION	CHECK ALL THAT APPLY
Women Business Enterprise (WBE)	
Minority Business Enterprise (MBE)	
Disadvantage Business Enterprise (DBE)	
Veteran-owned Small Business (VOSB)	
Small Business (SBE)	
Other (please explain)	

N/A

CITY OF NORWALK PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your City of Norwalk vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website:

<https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name: Lawley Shoff Darby	Tel: (203) 354-6273
Agency Address: 488 Main Ave, Norwalk CT 06851	Email: afeeley@lawleyinsurance.com

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information** (please provide the POC for follow-up questions to this questionnaire):
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

The NY-CONN Corporation 5 Shelter Rock Road Suite B, Danbury CT 06810
Ross J. Rizzo President
(203) 744-9206 rrizzo@nyconncorp.com

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

The NY-CONN Corporation offers the expertise in Traffic Signal Installation, Civil road construction, Site Lighting, Roadway Illumination, Detection & Pre-Emption systems, and Maintenance.

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES NO

NY-CONN will utilize it's own Equipment

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES NO

If your answers to Questions 3 and 4 are BOTH “NO”, thank you for completing the IT Information Security Questionnaire.

If one or both questions are “YES”, please complete the remaining questions.

5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

7. **Business Entity:** What is your business entity type?

**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

8. **How many employees and contingent workers do you have in your organization?**

1-10 10-50 50-100 100-500 500-1000 1000 or more

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?

YES NO

10. **Access to Data:** How is your organization accessing City data?

**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

**Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

YES NO

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data?

YES NO

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI- DSS, ISO 9001)?

14. Information Security

a. Does your organization have written information security policies and procedures (WISP)?

YES NO

b. How often are the information security policies and procedures reviewed and updated?

c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

d. Does your organization have privacy policies and procedures?

YES NO

e. How often are the privacy policies and procedures updated?

f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

g. What methods of encryption are utilized for data at rest and in transit?

h. Are the encryption methods utilized FIPS 140-2 approved?

YES NO

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES NO

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES NO

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES NO

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES NO

m. Does your organization utilize multi-factor authentication?

YES NO

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES NO

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES NO

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES NO

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES NO

r. Does the Vendor provide annual phishing simulations for their employee?

YES NO

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES NO

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES NO

u. Are all the Vendor laptops encrypted?

YES NO

v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

YES NO

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES NO

15. Risk Management

a. Does your organization have an enterprise risk management framework implemented at your organization?
YES NO

b. Does your organization have documented enterprise risk management policies and procedures?
YES NO

c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

d. Does your organization utilize an outside third-party to provide services/products to the client?
YES NO

e. Does your organization have a third-party risk management program (TPRM)?
YES NO

f. Does your organization include right-to audit clauses in contracts with third parties?

YES NO

g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

YES NO

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES NO

b. How often is the business continuity plan updated?

c. Does your organization conduct business continuity tests once per year?

YES NO

d. Does your organization have a disaster recovery plan?

YES NO

e. How often is the disaster recovery plan updated?

f. Does your organization conduct disaster recovery tests once per year?

YES NO

g. Does your organization have business continuity and/or disaster recovery sites?

YES NO

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES NO

- **Town of Greenwich, CT** #7609 Traffic Signal Maintenance
 - 2021 – Present
 - Ellen Mytych (203) 618-7610

- **City of Stamford, CT** #S-6890 On-Call Traffic Signal Maintenance Services
 - 2022 – Present
 - Stephen Frycz (203) 977-5675

- **Town of Wallingford** #21-023 Traffic Signal Electrical Services
 - 2024 – Present
 - Robert Baltramaitis (203) 294-2105

- **Town of West Hartford** #240007 Traffic Signal Maintenance Services
 - 2024 – Present
 - Rick Hyman (860) 561-7473

- **City of Norwalk** #3936 Transportation, Mobility, and Parking (TMP) On-Call Traffic Signal
Emergency Services
 - 2019 – Present
 - Fred Eshraghi (203) 854-7843

- **City of New Rochelle** #5706 Traffic Signal & Street Light Maintenance
 - 2024 – Present
 - Viki Trifari (914) 654-2068

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The NY-Conn Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

5 Shelter Rock Road - Suite 8

6 City, state, and ZIP code

Danbury, CT 06810

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

Employer identification number

0	6	-	1	2	8	5	5	2	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person



Date ▶

9/5/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT 3

PROFESSIONAL SERVICES INSURANCE RIDER

The Professional Services Provider shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Professional Services Provider's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Professional Services Provider; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation: With respect to all operations the Professional Services Provider performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Professional Services Provider performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Professional Services Provider shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Professional Liability: The Professional Services Provider shall provide Professional Liability Insurance covering errors and omissions. Such insurance shall be in an amount no less than \$1,000,000 each claim and \$1,000,000 Aggregate. If such insurance is written on a claims-made basis, the Professional Services Provider shall maintain such coverage continuously throughout the term of work for a period of three (3) years following acceptance of the work by the City.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of three (3) years, or the maximum time period reasonably available in the marketplace. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Professional Services Provider shall be required to keep the coverage in effect for a duration of not less than three (3) years following acceptance of the work by the City.

Acceptability of Insurers: The Professional Services Provider's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Norwalk.

Subcontractors: The Professional Services Provider shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Professional Services Provider to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Professional Service Provider is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Professional Service Provider shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the Professional Service Provider's Services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Professional Service Provider and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Professional Services Provider's activities to be performed under this Agreement. Professional

Services Provider's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

Waiver of Subrogation: Professional Services Provider hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers. This waiver of subrogation does not apply to Professional Liability coverage.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Professional Services Provider shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after policy renewal.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel and Finance Department (Attn: Risk Manager), 125 East Avenue, P.O. Box 5125, Norwalk, CT 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

EXHIBIT 4

Professional Services Task Order

Task Order No. ____

Task Order Date: _____, 2025

Subject to the Agreement by and between the **CITY OF NORWALK** and **THE NY CONN CORP.** (the “Contractor”) dated February____, 2025, for **Project No. 4400 On-Call Signal Emergency Services** (hereinafter referred to as the “Agreement”), the City hereby directs the Contractor to perform the professional engineering services specified in this Task Order in accordance with the Agreement and subject to the terms and conditions thereof.

1. **Project Description:** The Contractor shall perform the Services in accordance with the Plans attached hereto as Exhibit A.

2. **Scope of Services:** Defined in Exhibit A.

3. **Schedule:** The Project shall commence upon execution of this Task Order (“Commencement Date”) and completion within ____ days of the Commencement Date (“Completion Date”).

4. **Compensation:** The Fee for the Services under this Task Order is: _____.

5. **Special Conditions:**

- a. Assumptions.
- b. Deliverables.
- c. Information Provided by the City.
- d. Specific Out of Scope Items.

6. **Engineer’s Standard Terms and Conditions.** It is the intention of the Parties that the Standard Terms and Conditions of this Task Order are set forth in the Agreement. In the event that the Engineer’s Proposal sets forth its Standard Contract Terms and Conditions within the Proposal, whether expressly or by incorporation, they shall be void *ab initio* unless accepted by the City’s Director of Transportation, Mobility and Parking by initialing each provision thereof so accepted by the City.

ISSUED AND AUTHORIZED BY:

City of Norwalk

By: _____

James Travers
Director of Transportation, Mobility and Parking
Duly Authorized

Date: _____

ACCEPTED AND AGREED TO BY:

The NY Conn Corp.

By: _____

Name:
Title: _____
Duly Authorized

Date: _____

AVAILABILTY OF FUNDS:

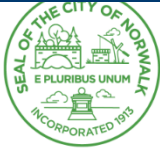
By: _____
City Comptroller/Deputy Comptroller

Date: _____

APPROVED AS TO FORM:

By: _____
City's Law Department

Date: _____



Transportation Mobility & Parking

CITY OF NORWALK
Transportation Mobility & Parking
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

To: Economic and Community Development Committee of the Common Council

From: Nell Blaszkiewicz – Traffic Analyst, Transportation, Mobility, & Parking

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking
Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, Transportation, Mobility and Parking

Subject: December 3rd, 2025, Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to enter into any and all documents and agreements required by the Connecticut Department of Transportation (CT DOT) to accept grant funding under the Community Connectivity Grant Program.

Date: November 24, 2025

Dear Councilperson Goldstein,

TMP is pleased to announce that the City has been awarded \$800,000 through the 2025 Community Connectivity Grant Program (CCGP). The East Wall Street Streetscape Improvement Project expands the limits of the 30MM+ neighborhood revitalization to better connect the Historic Downtown to East Avenue and the Norwalk Town Green. The project will improve sidewalks, enhance lighting, establish continuous bike lanes and improve parking and accessibility to businesses, residences and public spaces. It will also allow for the construction of the corridor's first gateway arch, chosen and voted on by the community, and placemaking to calm traffic into the Downtown. Additionally, this project will ensure the improvements currently under construction on Wall Street/East Wall Street are extended to Complete East Wall Street, from Brook/Smith Street to East Avenue. The City plans to build on the neighborhood's momentum by finalizing the design, with input from the community, to advance the project to construction in 2026.

The City has a strong track record of delivering successful projects through the Community Connectivity Grant Program, including: (1) the *Norwalk Bicycle and Pedestrian Connectivity Project*, which created a 10.5-mile bike route around Norwalk—now the longest bike route along any state roadway—and introduced the City's first colored pavement markings for bike lanes and bus stops at Seaview Avenue and Fort Point Street. The success of this project has inspired similar improvements citywide; and (2) the *Hospital Hill Village District Safety Improvement Project*, which delivered a full intersection redesign and streetscape upgrade at Stuart Avenue and Stevens Street. Within just two years of receiving the award, TMP completed the project from design through construction, with a ribbon cutting held on October 28, 2025, to celebrate this achievement.

TMP looks forward to continuing its successful partnership with the Community Connectivity Grant Program.

Prior to completion of design, the City will hold public information meeting. Upon completion of the design activities, the city will submit a final submission package to the Connecticut Department of

Transportation. Once the Department of Transportation approves the final submission package, the city will issue a Notice to Proceed, enabling the advertisement of the invitation to bid package and award a contractor for the construction phase. Construction for this project is expected to begin in 2026.

- A. Authorize the Mayor, Harry W. Rilling, to enter into any and all documents and agreements required by the Connecticut Department of Transportation (CT DOT) to accept grant funding under the Community Connectivity Grant Program.